INVITATION TO BID (ITB)



LAKE COUNTY, FLORIDA OFFICE OF PROCUREMENT SERVICES

ITB NO 06-046

ISSUE DATE: March 15, 2006

CONTRACTING OFFICER: Roseann Johnson,

CPM, CPPB

PHONE NO: 352.343.9765
FAX NO 352.343.9473
EMAIL rjohnson@co.lake.fl.us

SUBMIT BID PROPOSAL / OFFER PRIOR TO:

CLOSING DATE: April 5, 2006 CLOSING TIME: 3:00 P.M. (local time)

SUBMIT TO:

See Section 2.3 for Delivery

Instructions

DESCRIPTION:

5TH DISTRICT MEDICAL EXAMINER'S MEDICAL SUPPLIES

BIDDERS BEST DELIVERY: DAYS AI			FTER RECEIPT OF ORDER		
PROMPT PAYMENT TERMS:	% DISCOL	JNT PERIOD	DAYS: NET 30 DAYS		
NON-BID REPLY If you do not want to respond to this ITB at this time, or, would like to be removed from the Lake County's Bidders List, please mark the appropriate space, fill in the company name and address, and return this sheet only.					
Not interested at this time; keep our firm on Lake County's Bidders List for future bids of this good / service					
Please remove our firm from Lake C	ounty's Bidders	s List for this good / se	ervice.		
The bellowed named bidder makes the attached offer and hereby agrees to furnish the goods and/or services pursuant to all requirements, specifications, terms and conditions contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her bid. By my signature I certify that this offer / bid is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.					
COMPANY NAME: DATE:					
MAILING ADDRESS:			PHONE:		
			FAX:		
CITY:	STATE:		ZIP:		
SSN OR FEDERAL TAX NO:	FEDERAL TAX NO: TITLE OF AUTHORIZED REPRESENTATIVE:				
E-MAIL:		WEB URL:			
AUTHORIZED SIGNATURE:		PRINTED NAME:			

Invitation to Bid 06-046

Medical Examiners Medical Supplies

Due by 3:00 pm local time on Wednesday, April 5, 2006

PURPOSE: The Lake County Board of County Commissioners (County) is soliciting competitive sealed bids (offers) to furnish potential solutions for *medical supplies for the 5th District Medical Examiners Office at 809 W. Pine St.*, Leesburg, Fl 34748.

SECTION 1.0 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS

1.1 Procurement Rules:

- A. The County has established for purposes of this Invitation to Bid (ITB) that the words "shall", "must", or "will" are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements.
- B. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the County.
- C. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this ITB.

1.2 Definitions:

- A. The term "**Invitation to Bid**" (ITB) means this invitation to make an offer to the Lake County Board of County Commissioners.
- B. The term "**bidder**" means the entity making an offer to the Lake County Board of County Commissioners in response to this invitation.
- C. The term "bid proposal" means the offer submitted by the bidder.
- D. The term "contractor" means a bidder that is awarded a contract as a result of this

Invitation.

- E. The term "County" means Lake County, Florida, Board of County Commissioners (BCC).
- F. The terms "you" and "your" means the same as the term "bidder" above.

1.3 **Background:**

The Lake County Board of County Commissioners (County) is soliciting competitive sealed bids (offers) to furnish supplies for the daily operational needs of the5th District Medical Examiner's Office located at 809 W. Pine Street, Leesburg, Fl 34748.

1.4 Specifications:

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

Each product and service offered in your bid proposal shall <u>meet or exceed</u> each of the following requirements:

- A. Any contract(s) derived from this request shall be effective for the approximate twelve (12) month period immediately following the date of award. This request may be awarded to multiple bidders. The successful bidders shall be notified by contract.
- B. The County reserves the sole right to renew said contract for additional (12) month periods at the same pricing structure, specifications, and terms and conditions of any contract derived from this bid request. Any goods still on back order thirty days beyond the contract expiration date will be considered canceled and any subsequent deliveries will be refused.
- C. Actual quantities used shall be those ordered by the participating County office as needs are determined. Orders will be issued by phone, fax, purchasing card and/or purchase order throughout the contract period as said needs are determined. Supplies ordered shall be on an as-required basis and shall include delivery of all products ordered at no additional costs. Lake County shall not be required to meet any minimum order requirements no shall pay any restocking charge for returned goods.

Note: If it is deemed to be in the best interest of the County, Lake County reserves the right to purchase specialty products from suppliers other than the Contractor(s) awarded this contract.

- D. The County reserves the sole right to add additional locations to this contract during the contract period.
- E. The required medical supplies shall be new and unused, of most recent design, and shall

be of the highest quality that meet or exceed all OSHA (Occupational Safety and Health Association) and other Federal, state and local requirements. Failure to provide items of such quality shall be cause for rejection and/or return of said part(s) and/or termination of contract.

- F. Any substitution of brand names than those listed shall be indicated on the bid sheet. The County reserves the right to request samples for comparison. Final acceptance of any substitute shall be at the discretion of the County.
- G. Bidders shall furnish one current price list and catalog for each manufacturer and/or product category bid with its bid submittal.
- H. The contactor shall, when requested, promptly provide, at no cost to the County, qualified technical personnel at the job site to assist in solving any problems resulting from the use of the contractor's parts.
- I. The awarded contractor(s) will accept, for full credit, any part, returned by Lake County within ninety (90) calendar days from the acceptance date if the part is unused and in saleable condition. All parts returned for full credit shall include all costs incurred by the County as determined by the applicable invoice or packing slip.
- J. Deliveries shall be made within four (4) working days on orders for stock and within forty eight (48) hours on emergency orders. Orders shall be so identified upon placement by participating offices. Deliveries shall be made to each location as indicated on each order. Delivery shall be accomplished between 8:00 a.m. and 5:00 p.m. on weekdays only, unless otherwise mutually agreed upon by the contracting parties.
- K. The contractor shall appoint a person or persons to act as a primary contact for all County services. This person or back up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms, conditions and any procedures which may be involved. Cooperation with the County Representative is expected. The primary contact shall have the authority to act as agent for the awarded contractor in its absence.
- L. Bidders are encouraged to supply with their bid, any information available regarding recycled material content in the products and/or the product packaging. The County also requests any information regarding any known or potential material content in the products that may be extracted and recycled after the product has served its intended purpose.
- M. Preference will be given to the contractor(s) which has the ability to electronically send and receive information, purchase orders and other documents. Preference will also be given to the contractor(s) which have electronic ordering systems. Costs for initial set up and system maintenance shall be the contractor(s) responsibility. The use of E Commerce or similar processes to obtain information and process orders is of interest to the County.

N. CONTRACTOR'S PERSONNEL.

- A. <u>Supervision</u>. The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to insure performance of obligations and duties as set forth herein. The County shall have the right to request removal or replacement of any Contractor's personnel if said personnel are unqualified, rude, belligerent or offer a nuisance or threat.
- B. <u>Applicable Laws</u>. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.
- C. <u>Right of Rejection</u>. The County shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees and subcontractors are the responsibility solely of the Contractor.
- D. <u>Immigration Reform and Control Act of 1986.</u> The Contractor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.
- E. <u>Identification</u>: The Contractor shall ensure every employee on the Contractor's work force is provided a photo identification badge. This badge must be worn at all times outside of their uniform when on County property. All Contractor employees shall adhere to County security standards.
- F. <u>Controlled Substances</u>: The successful Contractor(s) is hereby notified that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on any County property. Violations may subject the Contractor and/or the Contractor's employee(s) to prosecution, fines, imprisonment and/or termination of this or any other contract(s) the Contractor presently holds.
- G. <u>Employment Discrimination.</u> During the performance of the contract, the Contractor agrees to the following:
 - 1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a bona fide occupational

qualification reasonably necessary for the normal operations of the contractor. The contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 4) The Contractor shall include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each subcontractor and vendor.
- 5) <u>Fair Labor Standards Act</u>. The Contractor and any subcontractor shall pay all employees working on this contract not less than the minimum wage specified in the Fair Labor Standards Act as amended.
- T. Awarded Contractors will continuously work with County agencies to offer additional product savings through negotiations/coupons from product manufacturers, sourcing opportunities, product testing, etc.
- V. Change in Status: The Contractor shall notify Lake County immediately of any changes in status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation of law, becomes subject to the provision of any Chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. Lake County shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.
- W. The Contractor guarantees that the prices covered by this contract shall be the lowest prices offered to any customer for similar goods/services during the period of this contract. If the Contractor offers lower prices or new rate plans for similar goods/services to any other customer during the contract period, then these lower prices shall be offered to Lake County, and the contract shall be modified accordingly.
- X. The price(s) offered shall remain firm during the initial contract period. The price(s) for contract extension period(s) may be adjusted based on the Price Redetermination clause listed below.

<u>Price Re-determination - General:</u>

The contractor may petition the Contracting Officer for price re-determination within

forty-five (45) days of the expiration of each term of the contract. Any price redetermination will be solely based upon changes as documented by the Producer Price Index (PPI) for the appropriate commodity for the Southeast Region as published by U.S. Department of Commerce during the past 12-month period. Any price redetermination will include all items awarded. If the County and the contractor cannot agree on any price re-determination, then the contract will expire without prejudice thirty (30) days after the impasse is reached.

Price Redetermination - Fuel:

If the retail price of fuel increases by ten percent (10%) or more from the price of gasoline or diesel fuel (depending upon what the contractor primarily uses) as published by the Oil Price Information Service (OPIS) OPIS for unleaded gasoline / diesel, Florida PAD 1, Orlando, on the BID/RFP closing date, or the beginning date of the contract, the contractor may petition the Office of Purchasing Director (Director) for an increase in the contract price(s). Any increase in the contract price(s) will be the pro-rata cost of fuel to the contractor's total cost of the product or service.

[Example: if the cost of fuel increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by one-point-two percent (1.2 %)]

The contractor shall provide a complete written cost analysis for each contract price to be adjusted. This analysis shall include all costs including administrative, overhead, material(s), labor [labor units per price and actual documented labor cost per hour], fuel, insurance, profit, and any other direct cost associated with providing each product or service. Failure to provide the detailed cost analysis with each request for a price redetermination due to fuel price escalation shall preclude any price redetermination due to fuel costs. The contractor shall be solely responsible for providing documentation on the OPIS prices.

If the Contracting Officer grants an increase in the contract price based upon increases n fuel prices, then the Contracting Officer may also automatically adjust the contract price downward if the cost of fuel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price redetermination clause in this invitation.

If the County and the contractor cannot agree on any price redetermination, then the contract will expire without prejudice thirty (30) days after the impasse is reached.

Y. It is desired that the contractor have the capabilities to transact electronic commerce, and Internet ordering and order inquiry.

1.5 Award:

- A. As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; with one or more suppliers; to reject any and all offers or waive any minor irregularity or technicality in bid proposals received.
- B. A bid received from a company with documented unsatisfactory performance or unresolved problems with the County may not be considered for award.

1.6 Bidder's Liaison / Representative:

- A. If you intend to respond to this ITB, identify a liaison person that the County can send any communications regarding this ITB. Please promptly provide the name, mailing address, telephone number, fax number and e-mail address to the individual listed in Section 2.6 below.
- B. You shall designate within your bid proposal package an individual acceptable to the County to act as the liaison between you and the County's designated representative(s) regarding the delivery of product(s) or performance of service(s) under the terms of the proposed contract.

1.7 Firm Fixed Price: See Section 1.4 X

1.8 F.O.B. Point:

The F.O.B. point for any product ordered as a result of this Invitation to Bid shall be **F.O.B.**: **DESTINATION** – **INSIDE DELIVERY**. The title for each item will pass from you, the seller, to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between you and the carrier. The County will not consider any bid proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

SECTION 2.0 - ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

2.1. <u>Invitation to Bid (ITB) Closing Date:</u>

The original bid proposal and *two* (2)) complete copies of the bid proposal shall be sealed and delivered to the Lake County Office of Procurement Services no later than the date and time listed below. Any bid proposal received after this time will <u>not</u> be considered and will be returned unopened to the submitter.

2.2. Proposed Schedule:

- A. ITB release date *Wednesday*, *March 15*, 2006
- B. Pre-bid conference *Not applicable for this ITB*
- C. ITB closing date *Wednesday*, *April 5*, 2006 at 3:00 pm local time.
- D. Opening/Reading of bids Wednesday, April 5, 2006 at 3:00 pm local time.
- E. Award of Contract *Approximately April 19*, 2006

2.3. <u>Delivery of Bid Proposals:</u>

- A. **ALL** incoming mail and packages will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility **PRIOR** to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Office.
- B. Each package shall be clearly marked: ITB 06-046 Medical Examiner's Medical Supplies
- C. If you submit your bid proposal package by the **UNITED STATES POSTAL SERVICE**, please send it to:

LAKE COUNTY PROCUREMENT SERVICES PO BOX 7800 TAVARES, FL 32778-7800

D. If you submit your bid proposal package by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES MAIL RECEIVING CENTER 416 W. MAIN STREET TAVARES, FL 32778

E. If you plan on submitting your bid proposal package **IN PERSON**, please bring it to: LAKE COUNTY PROCUREMENT SERVICES

315 W. MAIN STREET 4TH FLOOR, ROOM 416 TAVARES, FLORIDA

- F. To be considered for award, a bid proposal must be received and accepted in the Procurement Services Office prior to the official Closing date and time.
- G. Allow sufficient time for transportation and inspection.
- H. A bid proposal will <u>not</u> be considered for award if received in the Procurement Services Office after the official closing date and time regardless of when or how it was received by the Lake County Clerk of the Circuit Court Mail Receiving Center.
- I. Facsimile (fax) or electronic submissions will not be accepted.

2.4. Pre-Bid Conference: Not applicable for this ITB.

2.5. Public Bid Opening:

- A. At the date and time specified above, all bid proposals that have been timely accepted by the County will be opened, recorded, and accepted for consideration. The names of the Bidders submitting bid proposals will be read aloud and recorded. The bid proposals will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) days after the official bid closing date.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public bid openings or meetings should contact Procurement Services at 352.343.9839 at least five (5) days prior to the date.

2.6. Questions Concerning ITB:

- A. Questions concerning any portion of this ITB shall be directed in writing [fax and e-mail accepted] to the below name individual who shall be the official point of contact for this ITB. Questions should be submitted before the pre-bid meeting and at least seven (7) days before the closing date.
- B. Mark subject line or cover page or envelope "Questions on ITB 06-046 Medical Examiner's Medical Supplies

C.

Submit questions to:

Roseann Johnson, CPM, CPPB, Contracting Officer Lake County BCC Office of Procurement Services 315 W. Main Street, Room 416 PO BOX 7800

Tavares, FL 32778-7800

Phone: 352.343.9839, Fax: 352.343.9473,

E-mail: rjohnson@co.lake.fl.us

D. No answers given in response to questions submitted shall be binding upon this ITB unless released in writing as an addendum to the ITB by the Lake County Office of Procurement Services.

2.7 Bidder's Responsibility / Clarification and Addenda:

A. While the County has used considerable efforts to ensure an accurate representation of information in this ITB, you, the Bidder, are urged to conduct your own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this ITB. Before submitting a bid proposal, you shall make all

investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which you will rely. If you receive an award because of your bid proposal submission, failure to have made such investigations and examinations will in no way relieve you you're your obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim for additional compensation or relief.

- B. It is incumbent upon you to carefully examine these specifications, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing to the person listed above (fax 352.343.9473 and e-mail are acceptable) in accordance with procedures set forth in the section above. The County will <u>not</u> be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the <u>only</u> official method by which interpretation, clarification or additional information can be given.
- C. If the County revises (amends) this ITB, the Lake County Office of Procurement Services notice will be posted on the Lake County Internet site: http://www.lakegovernment.com/open_bids_projects.htm. You must acknowledge each amendment in your bid proposal. Failure to acknowledge each addendum may prevent your bid proposal from being considered for award. It is solely your responsibility to ensure that you have received all addendums to this ITB before submitting your bid proposal.
- D. By submitting a bid proposal you are representing represents that (1) you have read and understand the ITB specifications and requirements; (2) your bid proposal is made in accordance therewith; and (3) you are familiar with the local conditions under which you and your proposed products and/or services must perform.

2.8 Restricted Discussions:

- A. From the date of issuance of this ITB until final County action, you as a potential Bidder shall <u>not</u> discuss the ITB or any part thereof with any employee, agent, or representative of the County except as expressly authorized by the County point of contact for this ITB. Violation of this restriction will result in REJECTION of your bid proposal.
- B. You shall not initiate or execute any negotiation, decision, or action as a result of any verbal discussions with any County employee or agent. Only those communications that are in writing from the authorized County representative identified in Section 2.6 of this ITB shall be considered pertinent to this ITB. Only written and appropriately signed communications from prospective Bidders will be considered by the County.

2.9 Conflict of Interest Disclosure:

Each Bidder shall complete and have notarized the attached disclosure form (Form 1 B) of any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interest associated with this project.

2.10 Public Entity Crimes:

- **A.** Pursuant to Section 287.132 and 287.133 Florida Statutes, the County, as a public entity, may not accept any bid proposal from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017 Florida Statutes with any person or affiliate on the convicted contractor list for the time periods specified unless such person has been removed from the list pursuant to law.
- B. By submitting a bid proposal in response to this ITB, you are certifying that Sections 287.132 and 287.133, Florida Statutes do not restrict your rights to submit a bid proposal to the County.

2.11 Bid Proposal Package:

- A. See **Section 5: Submittal Requirements** for specific requirements.
- B. The bid proposal forms shall be signed by an official <u>authorized</u> to legally bind the Bidder to its provisions.
- C. Terms and conditions differing from those in this ITB shall be cause for disqualification of the bid proposal.

2.12 Bid / Offer Validity Period:

Each bid proposal / offer shall be valid for not less than ninety (90) calendar days after the ITB closing date. Bid proposals with terms less than this may be rejected without consideration.

2.13 Withdrawal of Bid Proposal:

You may withdraw your bid proposal or modify it at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the County prior to withdrawal or modification of your bid proposal. Negligence upon your part in preparing your bid proposal confers no right of withdrawal after the time fixed for the submission of bid proposals.

2.14 <u>Bid Proposal Acceptance / Rejection:</u>

A. The County reserves the right to accept or reject any or all bid proposals received as a result of this ITB. The County reserves the right to waive any informalities, defects, or irregularities in any bid proposal, or to accept that bid proposal, which in the judgment of the proper officials, is in the best interest of the County and the citizens

of Lake County.

- B. The County has the sole discretion and reserves the right to cancel this ITB, and to reject any and all bid proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so.
- C. In the event there is a discrepancy between the total amount or the extended amount and the unit prices submitted, the unit price will prevail and the corrected sum shall be considered the bid proposal price.
- D. In the event of default by the contractor, the County reserves the right to award the contract to the next lowest responsive and responsible Bidder without any further competition.

2.15 Minor Irregularities:

The County reserves the right to waive minor irregularities in submitted bid proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have not adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

2.16 <u>Incurred Expenses:</u>

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a bid proposal or offer, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or contract agreement. By submitting a bid proposal, you, the Bidder, agree that all costs associated with the preparation of your bid proposal will be solely your responsibility. You also agree that the County bears no responsibility for any costs associated with the preparation of the bid proposal and/or any administrative or judicial proceedings resulting from this solicitation process.

2.17 New Goods:

Unless otherwise specified within the specifications, each product delivered as a result of this ITB shall be new, unused, of recent manufacture, and suitable for its intended purpose. All goods shall be assembled, fully serviced and ready for operation when delivered.

2.18 <u>Delivery:</u> See Section 1.4, J to the 5th District Medical Examiners Office, 809 W. Pine Street, Leesburg, FL 34748.

2.19 Damaged and/Or Late Shipments:

The County has no obligation to accept a damaged or late shipment and reserves the right to

return, at your expense, any damaged item even though the damage was not apparent or discovered until after receipt of the item. You shall promptly notify the County contact person of any potential late or delayed shipments. The County reserves the right to cancel all or any part of an order if the shipment is not received in accordance with the contract.

2.20 Packaging:

A. All shipping and packaging materials and containers shall conform to all applicable Federal and State of Florida standards and regulations.

2.21 Receipt and Acceptance:

Any item shipped as a result of the award of this Invitation to Bid will be received by the County Department placing the order pending final inspection. The County will not accept any shipment until it passes the County's final inspection for quantity, quality and conformance to specifications. Final inspection shall be conclusive except for latent defects, fraud or such gross mistakes that amount to fraud. Until final acceptance, and after any rejection, risk of loss will remain with the contractor unless the loss results from negligence on the part of the County.

2.22 Discounts:

The County will consider all discounts except those for prompt payment in determining the lowest net cost for evaluation purposes. Prompt payment discounts shall be computed from date of receipt of correct invoice or receipt and acceptance of product(s), whichever is later.

2.23 Lake County Board of County Commissioners (County) Is Tax-Exempt:

- A. The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service proposed. The County will sign an exemption certificate if submitted by the contractor.
- B. Contractors doing business with the County are <u>not</u> exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

2.24 Disputes/Exceptions:

A. Any prospective Bidder who disputes the reasonableness or appropriateness of any item within this ITB document, any addendum to this ITB document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the bid proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the Lake County Procurement Services Director, who shall review the written dispute and render a decision which shall be considered final.

B. Any prospective Bidder who may have any exceptions to any requirements set forth in this ITB or the scope of work may identify the item(s) that exception is taken to, including the reason prior to bid opening. All such exceptions shall be evaluated by the County.

2.25 <u>Minimum Specifications:</u>

The specifications set forth in Section 1 are the <u>minimum</u> required specifications for this ITB. They are not intended to limit competition nor specify any particular Bidder. All bid proposals shall be considered which meet or exceed each item listed in the scope of work. Any exceptions or alternates must be clearly identified and explained in writing and included in the bid proposal.

2.26 Brand Name or Alternate:

- A. If a product or service requested by this ITB has been identified in the specifications by a brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of product or service that will be acceptable. Bidders proposing an alternate product or service will be considered for award if such product or service is clearly identified in the bid proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications.
- B. Unless the Bidder clearly indicates in its bid proposal that it is proposing an alternate product or service, the bid proposal shall be considered as offering the same brand name referenced in the specifications.
- C. If the Bidder proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid proposals and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the Bidder. The County will <u>not</u> be responsible for locating or securing any information which is not included in the bid proposal package. To ensure that sufficient information is available, the Bidder shall furnish as part of the bid proposal package all descriptive material necessary for the County to determine whether the product or service offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

2.27 Silence Of Specifications:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

2.28 Warranty:

The Bidder agrees that, unless expressly stated otherwise in the bid proposal, the product and/or service furnished as a result of an award from this ITB shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of products and the rights and remedies provide herein are in addition to and do not limit any right afforded to the County by any other provision of the ITB or bid proposal.

2.29 No Confidentiality Of Information:

- A. When a decision for award is made or ten (10) calendar days after the bid proposal package is opened, whichever is earlier, the bid proposal package becomes a public record, except as listed below. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid proposal does not affect this right.
- B. The County is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081, F.S., will be exempt from disclosure. If a Bidder submits trade secret information, the information must be segregated and each pertinent page must be clearly labeled "**trade secret.**" The County will maintain the confidentiality of such trade secrets to the extent provided by law. If a Bidder labels all or most pages "trade secret," the bid proposal may <u>not</u> be considered for award.
- C. Also pursuant to Section 119.07 (3) (a), F.S., financial statements will be exempt from examination by anyone other than legally authorized County employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.
- D. Fees for copies of documents, records, materials, and/or reproductions will be charged in accordance with the County's prevailing fee schedules. Copyrighted material may be inspected.
- E. Each Bidder shall complete the attached Form 1 C with its bid proposal package.

SECTION 3.0 - CONTRACT PROVISIONS

3.1 Contract:

A. **Bid Proposal Is Binding**: The bid proposal (offer) that you, the Bidder, make to the County will be considered a binding offer for not less than ninety (90) calendar days from the closing date. The County may request an extension on the time to award a contract, and, you have the right to accept or decline such a request. The signed bid proposal shall be considered an offer by you and such offer shall be deemed accepted if the County issues you a purchase order, other contractual document, or places an order

using a County credit card.

- B. Any contract resulting from this ITB may be amended only in writing signed by the Bidder and the County's authorized representative with the same degree of formality evidenced in the contract resulting from this ITB.
- C. If there is any question about the authenticity of a purchase order, contract, or change order promptly contact the Office of Procurement Services at 352.343.9839.

3.2 No Assignment of Contract

The contractor shall <u>not</u> assign, transfer, convey, sublet, or otherwise dispose of any award or of any of its rights, title, or interests therein, without the prior written consent of Lake County Procurement Services Director.

3.3 Governing Laws:

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.4 <u>Licenses/Certificates:</u>

- A. The County reserves the right to require documentation that each Bidder is an established business and is abiding by the Ordinances, Regulation, and Laws of their community and the State of Florida.
- B. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this ITB, the County reserves the right to require you to provide documentation of your current license and/or certification before considering your bid proposal and/or before awarding a contract.
- C. If you fail to keep your required license and/or certification current and in force for the term of the contract and any extension, the County will deem you to be in breach of contract and will take all appropriate actions.

3.5 State Registration Requirements

A. Any corporation submitting a bid proposal in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract.

- B. Any partnership submitting a bid proposal in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes.
- C. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us)

3.6 Performance Investigations

As part of its evaluation process, the County may make investigations to determine your abilities to perform under this ITB. The County reserves the right to REJECT your bid proposal if you fail to satisfy the County that you are properly qualified to carry out the obligations under this ITB.

3.7 Indemnification and Hold Harmless:

If awarded a contract as a result of this ITB, you, the contractor, agree for good and valuable consideration in the amount of ten dollars (\$10.00) to protect, defend, indemnify and hold the Lake County BCC, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. You further agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at your sole expense and agree to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

3.8 <u>Disclaimer of Liability</u>:

The County will <u>not</u> hold harmless or indemnify any respondent for any liability whatsoever.

3.9 <u>Cancellation / Termination of Contract</u>

A. Each term and condition of the contract is material and any breach or default by Bidder in the performance of each such term and condition shall be a material breach or default of the entire contract for which the County shall have the right to terminate the contract immediately, without penalty or liability. The Bidder will be given notice of any problems and an opportunity to discuss same with the Contracting Officer and County Project Manager prior to being given official notice.

- B. Termination for Default. The County's Project Manager shall notify the Contractor in writing of deficiencies or default in the performance of its duties under the Contract and the Contractor shall have ten (10) days to correct same or to request, in writing, a hearing. Failure of the Contractor to remedy said specified items of deficiency or default in the notice by either the County's Project Manager within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the contract, and the County shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Contract.
- C. <u>Termination for County's Convenience</u>. The performance of work under this contract may be terminated in accordance with this clause in whole or in part, whenever the County representative shall determine that such termination is in the best interest of the County. Any such termination shall be effected by the delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the County shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.
- D. <u>Termination Due to Unavailability of Funds in Succeeding Fiscal Years</u> When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the Contractor shall be reimbursed for the reasonable documented value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under this Contract.

3.10 Prime Contractor:

- A. If the bid proposal includes product, equipment, services, software or supplies marketed by other suppliers, the contractor shall act as the prime contractor for all such items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The contractor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB.
- B. The Bidder shall include the full name, address, and telephone number of every company bearing an interest in the proposed equipment or services. All subcontractors will be subject to review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County.
- C. The contractor shall be responsible for all insurance, permits, licenses, etc., for any

and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide the insurance certificates.

3.11 Acceptance of Product/Service:

- A. The product(s) and/or service(s) delivered as a result of an award from this ITB shall remain the property of the Bidder until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.
- B. Any product(s) and/or service(s) procured as a result of this ITB may be tested for compliance with specifications. In the event that the product and/or service is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract and return product to the seller at the seller's expense. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.
- C. Any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

3.12 Grant Funding: Not applicable for this ITB.

3.13 Payment Terms:

- A. The County will remit full payment on all undisputed invoices in accordance with the terms of the contract and Chapter 218.F.S.
- B. The County generally will not make any payment on a partial delivery.
- C. The County will not consider any bid proposal that requires prepayment.
- D. By submitting a proposal (offer) to the Lake County Board of County Commissioners, the bidder expressly agrees that if awarded a contract, the County may withhold from any payment, monies owed by the bidder to the County for any legal obligation between the bidder and the County, including, but not limited to intangible taxes, personal property taxes, fees, damages, and commissions.

3.14 Public Records / Copyrights

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property

of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The contractor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from any agreement derived from this ITB shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

3.15 Patents and Royalties:

- A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.
- B. Further, if such a claim is made or is pending, the Contractor may, at its options and expenses, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.
- C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

3.16 Waiver of Claims:

Once the contract expires, or final payment has been requested and made, you only have thirty (30) calendar days to present or file any claims against the County concerning the contract. After that period, the County will consider that you have waived any right to claims against the County concerning the contract.

3.17 Force Majeure:

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.18 Other Agencies

If you are awarded a contract from this ITB, and with your consent, other agencies may make purchases in accordance with your awarded bid proposal. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.19 Material Safety Data Sheet (MSDS):

It is your responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, you shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

3.20 <u>Codes and Regulations:</u>

Each product and/or service provided within the scope of this ITB shall comply with all applicable prevailing codes and regulations.

3.21 Safety:

A. All services, practices and items furnished as a result of this Invitation to Bid shall

comply with the federal Occupational Safety and Health Act of 1970, as amended, as well as any pertinent Federal, State of Florida and/or local safety or environmental codes. Your lack of knowledge of these requirements will not relieve you of your responsibilities. Failure to comply with this requirement shall be considered a breach of contract.

B. Any awarded supplier/provider including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

3.22 **Training:**

Unless otherwise specified, at the convenience of and at no expense to the County, you shall provide training to County personnel in the proper and safe operation and maintenance of any item purchased as a result of this Invitation to Bid.

3.23 Records & Right to Audit:

The contractor shall maintain such financial records and other records as may be prescribed by the County or by applicable federal and state laws, rules, and regulations. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the County, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the County, its designees, or other authorized entities.

SECTION 4.0 - INSURANCE REQUIREMENTS

- **4.1** Each bidder shall include in its bid proposal package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the Bidder must have the coverage prior to submittal, but, that the coverage must be purchased and in place prior to a purchase order or contract being executed by the County.]
- **4.2** A certificate of insurance indicating that the awarded bidder (contractor) has coverage in accordance with the requirements of this section shall be furnished by the contractor to the Contracting Officer within the time period set by the County and before any work begins.
- 4.3 The contractor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance insuring the contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the contractor under the terms and provisions of the contract.
- **4.4** Such policies of insurance shall insure the contractor in accordance with the following minimum limits:
 - (x) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01 or CG 00 02) of the Insurance Services Office or approved equivalent without restrictive endorsements, with the following minimum limits and coverage:
 - (x) General Liability

(\mathbf{x})	Each Occurrence/General Aggregate	\$500,000
(x)	Products-Completed Operations	\$500,000
(x)	Personal & Adv. Injury	\$500,000
(x)	Fire Damage	\$50,000
(x)	Medical Expense	\$5,000
(x)	Contractual Liability	

(x) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

(x) Lake County, A Political Subdivision Of The State Of Florida, And The Board Of

County Commissioners, shall be named as additional insured as their interest may appear on the:

- (x) general liability policy
- (x) Workers' compensation insurance in accordance with Florida Statute, Chapter 440, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the contractor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.
- (x) Certificates of insurance shall identify the bid number, contract, project, etc. in the Description of Operations section of the Certificate.
- (x) Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF

THE STATE OF FLORIDA, AND THE BOARD OF

COUNTY COMMISSIONERS.

P.O. BOX 7800

TAVARES, FL 32778-7800

- **4.5** The contractor shall be responsible for subcontractors and their insurance.
- 4.6 All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such deductible or self-insured retention; or the contractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
- **4.7** All insurance companies must be authorized to transact business in the State of Florida.
- **4.8** The County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor and/or subcontractor providing such insurance.
- **4.9** Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

SECTION 5.0 – SUBMITTAL REQUIREMENTS

The original bid proposal and *two* (2) complete copies of the bid proposal shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. (See Section 2.3 above). Any bid proposal received after this time will <u>not</u> be considered and will be returned unopened to the submitter.

Economy of Presentation:

- A. Each bid proposal shall be prepared simply and economically, providing a straightforward, concise description of the Bidder's capabilities to satisfy the conditions and requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid proposal must be on completeness and clarity of content.
- B. To expedite the evaluation of bid proposals, it is **mandatory** that Bidder follow the format and instructions contained herein.
- C. The County is <u>not</u> liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for presentations and/or demonstrations if requested.

5.2 <u>Bid proposal Guidelines:</u>

- A. To facilitate analysis of its bid proposal, the Bidder shall prepare its bid proposal in accordance with the instructions outlined in this section. If the Bidder's bid proposal deviates from these instructions, such bid proposal may, in the County's sole discretion, be rejected.
- B. The County emphasizes that you concentrate on accuracy, completeness, and clarity of content.
- C. <u>COMPLETING YOUR BID PROPOSAL</u>: When you submit your bid proposal package, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The Bid Proposal Form(s) shall be manually signed in **BLUE INK** by an official <u>authorized</u> to legally bind the Bidder to its provisions.
- D. <u>BID PACKAGE</u>: Type/print the Invitation to Bid Number, Bid Title, and the closing date and time on the front of the bid proposal envelope / package. Ensure that your bid

proposal is securely sealed in an opaque envelope / package to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid proposal or in a separate sealed envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature. Submit each required sample in a separate package with your firm's name clearly marked on it as well as the bid number and title. Unless previous instructions direct otherwise, submit one original and one copy of the complete bid proposal package (2 total packages).

- E. Telegraphic, verbal, electronic or facsimile (fax) bid proposals will <u>not</u> be considered for award.
- F. Complete the Bid Proposal Form(s).
 - i. Price each item and extend pricing by the estmated quantities
 - ii. Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
 - iii. Insert the maximum number of days from the time you receive the purchase order or contract until you deliver the product or service.
 - iv. Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
 - v. Insert the number of days or months that your price will remain firm.
 - vi. Complete the information required and sign the form where indicated.
- G. References: Provide at least three (3) recent references where the proposed product or service has been used within the past 3 years. Please use the form attached.

	, 2006
BID PROPOSA	AL FORM
TO: Lake County Board of County Commissioners Office of Procurement Services	
The undersigned hereby declare that [type firm name]examined the specifications to furnish:	have carefully
Medical Examiner's M	edical Supplies
for which bids were advertised to be received on Wedn that [type firm name] madical supplies to specifications.	The state of the s
ITEM DESCRIPTION	
SEE ATTACHMENT A-BID SHEET Acknowledgement of Addendum # 1 [initial & date]	
Addendum # 2 Addendum # 3 Adde	endum # 4
F.O.B.: DESTINATION – INSIDE Delivery Lake Co	unty Location(S) As Required
Delivery After Receipt of Order:	Days
Prompt Payment Discount: % days	: Net 30 Days
Firm Fixed Price valid for	_days [minimum 90 days]
Have you supplied the required Catalogs?Y	ESNO
Have you attached information that you have the al information, purchase orders and other documents	

The County reserves the right to reject any or all proposals, to waive informalities, and to accept all

Have you completed and signed the COMPLIANCE WITH THE PUBLIC RECORDS LAW

YES ___ NO

____ YES ___ NO

Have you completed, signed and had notarized the CONFLICT OF INTEREST Form?

_____ Yes _____ No

FORM?

or any part of any proposal as they may deem to be in the best interest of the County.

This bid proposal is a binding offer made by the below named to the County and shall remain valid for not less than ninety (90) calendar days from the bid proposal closing date.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. 06 - 046 and, that I as the bidder will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any contract(s) and/or other transactions required by award of this Bid.

Company	
Per	(print name)
Signature N	

LAKE COUNTY, FLORIDA EMERGENCY/DISASTER ASSISTANCE

In the event of an emergency/disaster situation the following information is required.
Name and telephone number of emergency contact:
Home Address:
Home Telephone/Cellular/Beeper numbers:
Any other supplies or services (outside bid products) your firm may be able to provide:
Are you under contract with other agencies for emergency assistance?YesNo
If YES, which agencies

References

#1 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
#2 Agency	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
#3 Agency	
Address	
City,State,ZI P	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Form 1 B - Conflict of Interest Disclosure Form

I HEREBY CERTIFY that

2.	I (printed name)		am the	
	(title) and the duly authorized to	whose		Name) is
		, an		e legal
	authority to make this affidavit on behalf of myself and the firm for	which I am acti	ng; and,	
2.	Except as listed below, no employee, officer, or agent of the firm have due to ownership, other clients, contracts, or interests associated with			parent,
3.	This bid proposal is made without prior understanding, agreement, or person submitting a bid proposal for the same services, and is in all res			
EXCI	EPTIONS (List)			
Signa	ture:			
Printe	ed Name:			
Firm 1	Name:			
Date:				
Swori	n to and subscribed before me this day of	2004		
Person	nally Known roduced Identification, Type of Identification			
Му С	ommission Expires			
(Print	ed, typed or stamped commissioned name of notary)			

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID PROPOSAL

Form 1 C - Compliance with Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your credit data to the County

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your bid package is (are) exempt from the Public Records Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify the County and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name:	
- •	
Authorized representative (printed):	
Authorized representative (signature):	
Date:	
Project Number: ITR-	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID PROPOSAL

Bid Request No. 06-046 Attachment A

PRICE SHEET

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Anoscope, disposable	5	ea	\$	\$
	Mfg. Bid Model Bid Qty per case				
2	Applicators, cotton tipped, sterile 6" wood stem, Peel open (Solon or equivalent) individually wrapped	1500	ea	\$	\$
	Mfg. Bid Model Bid Applicators per Box Boxes per Case				
3	Apron, plastic, disposable	400	ea	\$	\$
	Mfg. Bid Model Bid Aprons per Box Boxes per Case				
4	Arbor, complete, assembled	5	ea	\$	\$
	Mfg. Bid Model Bid Arbors per Box Boxes per Case				
5	Bag, bio hazard, 37" x 48"	40	ea	\$	\$
	Mfg. Bid Model Bid Bags per Box Boxes per Case				

Bid Request No. 06-046 Attachment A

PRICE SHEET

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
6	Bag, bio hazard, 40" x 46"	40	ea	\$	\$
	•				
	Mfg. Bid				
	Model Bid				
	Bags per Box				
	Boxes per Case				
7	Bag, series 48xH 40 x 48 x 1.50 (Ecosac or equivalent)	500	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Bags per Box				
	Boxes per Case				
8	Bag, whirl pack, 4 ½" x 9" white strip on bag to write on	1000	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Bags per Box				
	Boxes per Case				
9	Blade, large sectioned, w/arbor, over	2	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Blades per Box				
	Boxes per Case				
10	Blade, saw 2 ½" cast cutter	12	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Blades per Box				
	Boxes per Case				

Bid Request No. 06-046 Attachment A

PRICE SHEET

ITEM	ITEM DESCRIPTION	QUAN	ITITY UN	IT UNIT F	PRICE EXTENDED PRICE
11	Blade, large for removing skull cap	20) ea	ı \$	\$
	Mfg. Bid				
	Model Bid				
	Blades per Box				
	Boxes per Case				
12	Blade, autopsy	200	00 ea	s	\$
	#60 Rib Backed, (Bard Parker or equivalent)	200	,,	Ψ	
	Mfg. Bid				
	Model Bid				
	Blades per Box				
	Boxes per Case				
13	Blade, scalpel #22 ribback	200	00 ea	s \$	\$
	(Bard Parker or equivalent)			· ·	
	Mfg. Bid				
	Model Bid				
	Blades per Box				
	Boxes per Case	-			
14	Caps, bouffant 21"	50	0 ea	ı \$	\$
	(Tyvek or equivalent)				
	Mfg. Bid				
	Model Bid				
	Caps per box				
	Boxes per case				

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
15	Cards, palm print	50	ea	\$	\$
	(Sirchie or equivalent)				
	Mfg. Bid				
	Model Bid				
	Cards per Box				
	Boxes per case				
16	Cassettes, histology tissue, blue (Monosotte IV)	3000	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Cassettes per Box				
	Boxes per case				
17	Container, Bio hazard sharps with clear strip through middle	2	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Containers per Box				
	Boxes per case				
18	Container, plastic with lid 8 oz, white (Sweetheart	1000	ea	\$	\$
	GW 85 or equivalent)				
	Mfg. Bid				
	Model Bid				
	Containers per Box				
	Boxes per case				
19	Container, plastic with lid 16 oz, white (Sweetheart	1000	ea	\$	\$
	GW 16 or equivalent				
	Mfg. Bid				
	Model Bid				
	Containers per Box				
	Boxes per case				
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ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
20	Container, plastic with lid 32 oz, white (Sweetheart GW32 or equivalent)	1000	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Containers per Box				
	Boxes per case				
21	Container, plastic with lid 64 oz, white (Sweetheart GW64 or equivalent)	100	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Containers per Box				
	Boxes per case				
22	Container, 86 oz, specimen with white lid	100	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Containers per Box				
	Boxes per case				
23	Container, 172 oz, specimen with white lid	100	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Containers per Box				
	Boxes per case				
24	Cord, postmortem waxed/non waxed linen thread roll	6	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Cord per Box				
	Boxes per case				

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
25	Covers, boots, skid resistant, one size fit all	1000	ea	\$	\$
	Mfg. Bid Model Bid Covers per Box Boxes per case				
26	Covers, shoe, skid resistant, one size fit all	5000	ea	\$	\$
	Mfg. Bid Model Bid Covers per Box Boxes per case				
27	Disinfectant, pump spray 200%	25	ea	\$	\$
	Mfg. Bid Model Bid Disinfectant per Box Boxes per case				
28	Disinfectant, tuberculocidal spray cleaner, 32 fl oz, (April Guard or equivalent)	25	ea	\$	\$
	Mfg. Bid Model Bid Disinfectant per Box Boxes per case				
29	Forceps	10	ea	\$	\$
	Mfg. Bid Model Bid Forceps per Box Boxes per case				

ITEM	ITEM DESCRIPTION	QUANT	ITY UNIT	UNIT PRICE	EXTENDED PRICE
30	Formalin, 10% buffered 20 liter container	10	ea	\$	\$
	Mfc Did				
	Mfg. Bid				
	Model Bid				
	Formalin per BoxBoxes per case				
	Boxes per case				
31	Formalin, 10% buffered in 5 gal container	10	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Formalin per Box				
	Boxes per case				
32	Formalin, 37% dehyde in gallon container	5	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Formalin per Box				
	Boxes per case				
33	Formalin, 37% dehyde in 4 liter container	5	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Formalin per Box				
	Boxes per case				
34	Gloves, cut resistant (Surgitech or equivalent)	25	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Gloves per Box				
	Boxes per case				
	20.00 por 0000				

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
35	Gloves, powder free exam large	1000	ea	\$	\$
	Mfg. Bid Model Bid Gloves per Box Boxes per case				
36	Gloves, powder free exam medium	1000	ea	\$	\$
	Mfg. Bid Model Bid Gloves per Box Boxes per case				
37	Gloves, powder free exam small	1000	ea	\$	\$
	Mfg. Bid Model Bid Gloves per Box Boxes per case				
38	Gloves, powder free exam extra large	1000	ea	\$	\$
	Mfg. Bid Model Bid Gloves per Box Boxes per case				
39	Gloves, surgical latex sterile size 6 (Micro Touch or equivalent)	1000	ea	\$	\$
	Mfg. Bid Model Bid Gloves per Box Boxes per case				

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
40	Gloves, surgical latex sterile size 7 (Micro Touch or equivalent)	1000	ea	\$	\$
	Mfg. Bid Model Bid Gloves per Box Boxes per case				
41	Gloves, surgical latex sterile size 8 (Micro Touch or equivalent)	1000	ea	\$	\$
	Mfg. Bid Model Bid Gloves per Box Boxes per case				
42	Gloves, surgical latex sterile size 9 (Micro Touch or equivalent)	1000	ea	\$	\$
	Mfg. Bid Model Bid Gloves per Box Boxes per case				
43	Gowns, personal protection, "boat neck", below knee, must be impervious gown, polyfilm thumb hole	1000	ea	\$	\$
	Mfg. Bid Model Bid Gowns per Box Boxes per case				
44	Handle, surgical blade dissecting knife handle no. 4	2000	ea	\$	\$
	Mfg. Bid Model Bid Handles per Box Boxes per case				

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
45	Handle, surgical blade dissecting knife handle no. 8	25	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Handles per Box				
	Boxes per case				
46	Holder, microscope slide, disposable for 2 slides	25	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Holders per Box				
	Boxes per case				
47	Ink, fingerprint, black 4 oz	10	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Ink per Box				
	Boxes per case				
48	Labels, biohazard 2 7/8" x 4"	1	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Labels per Box				
	Boxes per case				
49	Labels, evidence	4	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Labels per Box				
	Boxes per case				

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
50	Labels, specimen, pathology	1	ea	\$	\$
	Mfg. Bid Model Bid Labels per Box Boxes per case				
51	Masks, surgical, molded	1400	ea	\$	\$
	Mfg. Bid Model Bid Masks per Box Boxes per case				
52	Masks, antifog face, OSHA approved	500		Ф	\$
	Mfg. Bid Model Bid Masks per Box Boxes per case	500	ea	\$	Φ
53	Masks, dust disposable nuisance, OSHA approved	500	ea	\$	\$
	Mfg. Bid Model Bid Masks per Box Boxes per case				
54	Needle, suture size 1, (Lipshaw #411 or equivalent)	6	ea	\$	\$
	Mfg. Bid Model Bid Needles per Box Boxes per case				

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
55	Needle, hypodermic 16G x 1 disposable/sterile	2000	ea	\$	\$
	Mfg. Bid Model Bid Needles per Box Boxes per case				
56	Needle, hypodermic 18G x 1 disposable/sterile	2000	ea	\$	\$
	Mfg. Bid Model Bid Needles per Box Boxes per case				
57	Pack, whirl with white strip on bag to write on 4 ½" x 9"	1000	ea	\$	\$
	Mfg. Bid Model Bid Packs per Box Boxes per case				
58	Peroxide, hydrogen, 16 oz	5	ea	\$	\$
	Mfg. Bid Model Bid Peroxide per Box Boxes per case				
59	Plinth, wheeled for slide safe	1	ea	\$	\$
	Mfg. Bid Model Bid Plinth per Box Boxes per case				

60 Respirator, N95 particulate and surgical mask OSHA approved 100 ea \$\$	
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Mar Did	
Mfg. Bid	
Model Bid	
Respirators per Box Boxes per case	
Boxes per case	
61 Safe, slide, 14 drawer, holder 6000 microscope slides 1 ea \$ \$	
Mfg. Bid	
Model Bid	
62 Scissors, 6 ¾" curved (Mayo or equivalent) 20 ea \$ \$	
Mfg. Bid	
Model Bid	
Scissors per Box	
Boxes per case	
63 Scissors, 6 ¾" straight (Mayo or equivalent) 20 ea \$ \$	
Mfg. Bid	
Model Bid	
Scissors per Box	
Boxes per case	
64 Shield, face, antifog, disposable (Splash or equivalent) 500 ea \$ \$	
Mfg. Bid	
Model Bid	
Shields per Box	
Boxes per case	

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
65	Slides, microscopic size 3" x 1"thickness 1.0	500	ea	\$	\$
	Mfg. Bid Model Bid Slides per Box Boxes per case				
66	Soap, iodine/antimicrobial solution/PVP-1 (0.75% Providine lodine or equivalent)	10	ea	\$	\$
	Mfg. Bid Model Bid Soaps per Box Boxes per case				
67	Solution, network decalcifying	20	ea	\$	\$
	Mfg. Bid Model Bid Solutions per Box Boxes per case				
68	Specula, vaginal medium clear	100	ea	\$	\$
	Mfg. Bid Model Bid Specula's per Box Boxes per case				
69	Strip, left fingerprint postmortem (Sirchie or equivalent)	100	ea	\$	\$
	Mfg. Bid Model Bid Strips per Box Boxes per case				

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
70	Strip right fingerprint postmortem (Sirchie or equivalent)	100	ea	\$	\$
	Mfg. Bid Model Bid Strips per Box Boxes per case				
71	Strip, multistix 10 sg regent for urinalysis	100	ea	\$	\$
	Mfg. Bid Model Bid Strips per Box Boxes per case				
72	Swab, single use alcohol 70%	20	ea	\$	\$
	Mfg. Bid Model Bid Swabs per Box Boxes per case				
73	Syringe, 20cc/ml lock tip disposable/sterile (Luer or equivalent)	1500	ea	\$	\$
	Mfg. Bid Model Bid Syringes per Box Boxes per case				
74	Syringe, 30cc/ml lock tip disposable/sterile (Luer or equivalent)	1500	ea	\$	\$
	Mfg. Bid Model Bid Syringes per Box Boxes per case				

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
75	Syringe, 5cc/ml lock tip disposable/sterile (Luer or equivalent)	1000	ea	\$	\$
	Mfg. Bid Model Bid Syringes per Box Boxes per case				
76	Transfer pipette, disposable polythene	500	ea	\$	\$
	Mfg. Bid Model Bid Transfer pipette per Box Boxes per case				
77	Tubes, 50 ml graduated screw cap centrifuge tubes	2000	ea	\$	\$
	Mfg. Bid Model Bid Tubes per Box Boxes per case				
78	Tubes, gray top evacuated blood 5ml	500	ea	\$	\$
	Mfg. Bid Model Bid Tubes per Box Boxes per case				
79	Tubes, gray top evacuated blood 7ml	1000	ea	\$	\$
	Mfg. Bid Model Bid Tubes per Box Boxes per case				

ITEM	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
80	Tubes, purple top evacuated blood 5ml	500	ea	\$	\$
	M. Bul				
	Mfg. Bid				
	Model Bid				
	Tubes per Box Boxes per case				
	Boxes per case				
81	Tubes, red top evacuated blood	4000	ea	\$	\$
	Mfg. Bid				
	Model Bid				
	Tubes per Box				
	Boxes per case				
	TOTAL BID				
	(ITEMS 1 THROUGH 81))			
	Percentage discount offered off items not specifically requested in the aforementioned items. (Attach other sheets if necessary)				
	Price List No:				
	Date of Price List:				
	Will your firm accept Purchasing Cards				
	Yes No				